

INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET

1. SOLICITATION NUMBER

SP0600-00-R-0084

2. (X one)

a. SEALED OFFER

X b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply non responsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Offers, Modifications of Offers or Withdrawal of Offers" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of clause L3.02 is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS." When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for offer opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

ATTN: DESC-PLC
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FT. BELVOIR, VA 22060-6222

BUYER: TED JONES/GAIL MOORE
PHONE: (703) 767-9535/9527
FAX: (703) 767-8506
tjones@desc.dla.mil/gmoore@desc.dla.mil

4. ITEMS TO BE PURCHASED (Brief description)

DISTILLATE FUELS: 3,393,000 USG
GASOLINE: 259,300 USG
PURCHASE PROGRAM: COG 7
ORDERING PERIOD: DATE OF AWARD THROUGH AUGUST 31, 2001
FOR DELIVERY TO UNITED STATES MILITARY AND FEDERAL CIVILIAN AGENCIES IN THE STATES OF AZ, CA, NV, AND UT

5. PROCUREMENT INFORMATION (X and complete as applicable)

X a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A ____% SET-ASIDE FOR ONE OF THE FOLLOWING (X One). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

*****IMPORTANT INFORMATION*****

A. This is a Supplemental Solicitation to Master Solicitation SP0600-98-B-7000. The terms and conditions of solicitation SP0600-98-B-7000, as amended, are incorporated by reference except as indicated herein. Master Solicitation SP0600-98-B-7000 may be downloaded from the DESC Internet Web Site at www.desc.dla.mil/main/p/grfuels/req7.htm, or a hard copy may be obtained by calling (703) 767-9535.

B. **TIMELY OFFERS**: Offers should be received by August 31, 2000, 3:00 p.m. local time, Fort Belvoir, Virginia. Please see Clause L3.02, LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS. Facsimile offers are accepted; however, the Contracting Officer may require submission of the original offer with signature.

C. **ORDERING PERIOD**: The Ordering Period for contracts awarded under this solicitation is Date of Award through August 31, 2001. Quantities stated are for a one-year requirement.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

JONES, THEODORE, H.

b. ADDRESS (Including Zip Code)

**DEFENSE ENERGY SUPPORT CENTER
ATTN: DESC-PLC**

c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) **703-767-9535**

**8725 JOHN J. KINGMAN ROAD, SUITE 4950
FT. BELVOIR, VA 22060-6222**

8. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER <i>(Specify)</i>			
9. MAILING LIST INFORMATION <i>(X one)</i>			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS <i>(Including Zip Code)</i>	
c. ACTION OFFICER			
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>	(2) Title	(3) Signature	(4) Date Signed <i>(YYMMDD)</i>

DD Form 1707 Reverse, MAR 90

FOLD

FOLD

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FROM

FOLD

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-00-R-0084	
DATE (YYMMDD)	LOCAL TIME
000831	3:00 PM

TO Defense Energy Support Center
ATTN: DESC-CPP, Room 3729
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222

D. **CONTRACT TYPE**: Contracts awarded as a result of this solicitation will be "**REQUIREMENTS-TYPE FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT**" contracts. *Pay special attention to the following clauses: **I84 & I86.03**, found in the Master Solicitation.*

E. **ECONOMIC PRICE ADJUSTMENT & BASE REFERENCE**: The **Base Reference Date** for this solicitation is **August 14, 2000**. The Escalator Base Reference Publications are identified under Clause B19.19, ECONOMIC PRICE ADJUSTMENT, found in this solicitation. These references have been selected by DESC. Contract prices will change weekly based on changes in the reference publications; price changes are not based on product cost.

F. **AMENDMENTS**: Bidders must acknowledge receipt of any and all amendments to this solicitation by signing and returning the amendment with the bid. Amendments will be posted on the DESC Web Site.

G. **OFFER SUBMISSION**: Submit as your offer an original plus one (1) copy of the Certification Package, Price Data Sheets, and any other applicable forms. **Be sure to sign the Price Data Sheet and Block 30 of the Standard Form 1449.** Failure to do so may render your bid nonresponsive.

H. **COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING**: Please insert your CAGE code in Block 17a of Standard Form 1449, in the space marked "Facility Code". If you have a current Government contract and do not know what your CAGE Code is, please contact Ms. Suzanne Flippo at (703) 767-9538. If you have not been assigned a CAGE Code, insert the word "None" in the block.

I. **TAXES**: Reference Clauses I28.01, I28.02-2, and I28.03-2.

1. The offeror is responsible for knowing the applicable taxes to include in the offered price.
2. THE FEDERAL SUPERFUND TAX, if applicable at time of bidding, should be included in your bid price. Also, any state or local environmental, pollution, cleanup, or inspection fees should be included in your bid price. These charges will not be paid by the Government separately from the bid/award price.
3. **DO NOT INCLUDE**: Federal Excise Tax (FET) or the Leaking Underground Storage Tax Trust Fund Tax (LUSTT) in your offer price. These taxes will be billed (if applicable) by the contractor as separate line items on each invoice.
4. **TAX EXEMPTION CERTIFICATES AND SALES**: It is the offeror's responsibility to obtain any licenses needed to transact tax-exempt business.

J. SMALL DISADVANTAGED BUSINESS (SDB) PRICE EVALUATION ADJUSTMENT:

1. The Small Disadvantaged Business preference applies only to Department of Defense (DoD) items. These DoD items are identified in the Schedule by the term "DODAAC" in the delivery narrative. The term "FEDAAC" identifies Federal Civilian Agency items to which the preference does not apply.

2. The Small Disadvantaged Business preference will be applied only to Fiscal Year 1998 through Fiscal Year 2000 obligations or estimates thereof. Bidders are cautioned that the statutorily authorized period for application of the preference may be affected by legislation. If this occurs, offers under this solicitation will be evaluated on the basis of the statutory authority in effect at the time of award. This solicitation will not be amended solely for the purpose of notifying offerors of a change in the statutory authority for application of the preference.

3. Small Disadvantaged Businesses (SDBs) should carefully review the following clauses:

- I174.01 MANUFACTURING AND FILLING POINTS (UNRESTRICTED)
- I240 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS
- K2.01 SMALL DISADVANTAGED BUSINESS STATUS

4. Clause I174.01 requires that a SDB dealer or manufacturer must provide only product manufactured by a small business manufacturer or refinery if it wishes to be considered for the evaluation preference under Clause I240. The Price Data Sheet for the Evaluation Preference (attached) must be used by all SDBs who expect to receive the evaluation preference. If you do not desire the preference, please check the appropriate block in Clause I240(c) and use the regular Price Data Sheet (attached).

5. SDBs which desire preferential evaluation must submit the following *with their* bid:

- a. Properly and completely filled out SDB Price Data Sheet
- b. Copy of a supply commitment letter from the proposed small business manufacturer; this must state as a minimum the type of product, total quantities of the product, and the contract ordering period.
- c. Copy of an agreement from the proposed transportation company.

K. SMALL BUSINESS OR SMALL DISADVANTAGED BUSINESS QUESTIONS: Please direct any questions regarding Small Business or Small Disadvantaged Business Affairs to Mrs. Kathy Williams of the DESC Small Business Office at (800) 523-2601 or (703) 767-9465.

L. **ALTERNATE LINE ITEMS:** Item being solicited as alternate items (Gasoline/Gasohol) list the estimated quantity beside the Gasohol item, and "0" estimated quantity beside the Gasoline item. You may offer on one or both of these items. The quantity listed beside the Gasohol item is the quantity that will be awarded to the lowest offer price evaluated in accordance with Clause M63.01, EVALUATION OF BIDS FOR ALTERNATE PRODUCT. Only one product will be awarded per pair of alternate items. The product awarded (either Gasohol or Gasoline) is to be provided for the entire Contract Period. **PLEASE NOTE: The term "Gasohol" does NOT mean "Oxygenated Gasoline."**

M. **NOTICE:** ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.

N. **EMERGENCY CONTACT POINT:** DESC contact point/telephone number for emergency situations during after-duty hours is:

Contingency Plans and Operations Division
Telephone Number: (703) 767-8420

O. **NOTE TO LARGE BUSINESSES ONLY:** Clause I171.01-2, SMALL, SMALL DISADVANTAGED, AND WOMAN-OWNED BUSINESS SUBCONTRACTING PLAN, requires you to submit a subcontracting plan for awards over \$500,000. DESC-P Form 1 (Attached) can be used as your actual Small, Small Disadvantaged, and Woman Owned Business Subcontracting Plan. However, if you prefer to send your own plan in lieu of completing DESC-P Form 1, you may do so. All subcontracting plans must meet the criteria set forth in Clause I171.01-2.

P. **CENTRAL CONTRACTOR REGISTRATION REQUIRED:** Pursuant to Clause I1.07, REQUIRED CENTRAL CONTRACTOR REGISTRATION, prospective awardees must be registered in the Central Contractor Registration Database. All bidders must provide their DUNS Number with their bid. Failure to do so may prohibit award under this solicitation.

Q. **SPECIAL NOTE:** DESC's Internet Homepage may be found at <http://www.desc.dla.mil>. You may use this page to obtain current or previous contract prices, an electronic copy of this solicitation, or other information pertaining to DESC and our programs.

R. **PRIMARY SOLICITATION CONTACT POINTS:** For clarification, explanation and additional information please contact:

Mr. Ted Jones at (703) 767-9535 / tjones@desc.dla.mil

Ms. Gail Moore at (703) 767-9527 / gmoore@desc.dla.mil

S. The following clauses are hereby deleted:

- I174.01 MANUFACTURING AND FILLING POINTS (UNRESTRICTED)
- I237.03 NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (APR 1994)
- L5.01 AGENCY PROTESTS (DESC AUG 1997) DLAD


T. The following clauses are revised and the full text is provided:

- B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S)(DESC JUL 1999)
- C16.69 SPECIFICATIONS (DESC MAR 2000)
- C16.69-7 SPECIFICATIONS (CONT'D)(REGION 7)(DESC JUL 2000)
- F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1999)
- F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC MAY 2000)
- F16 BARGE UNLOADING CONDITIONS (DESC MAY 1998)
- F20 AUTOMATIC FILL-UP PROVISIONS (DESC MAR 1999)
- G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)
- G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)
- G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC MAY 2000)
- G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
- G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998)
- G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC MAR 2000)
- G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S OVERSEAS) (DESC AUG 2000)
- G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC MAR 2000)
- I1.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S)(DESC MAR 2000)
- I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JUL 2000)
- I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)
- I28.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEEs EXCLUDED FROM CONTRACT PRICE (DESC MAR 2000)
- I28.03-2 TAX EXEMPTION CERTIFICATES (DESC JUL 1999)
- I171.01-2 SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (JAN 1999/JAN 1999)

I171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -
COMMERCIAL ITEMS (CONT'D) (DESC FEB 1999)
K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(JUN 1999)
L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S)
(DESC MAR 2000)
L3.03 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF
BIDS (NOV 1999)
L5.01-1 AGENCY PROTESTS (DEC 1999) - DLAD
L46 SINGLE UNIT PRICE REQUIRED (DESC MAR 1999)
L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING
PROGRAM (DESC FEB 1999)
M63.01 EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S)
(DESC APR 2000)

U. The following clause is hereby added:

E35.02 REQUEST FOR EXEMPTIONS/DEVIATIONS (DESC JUL 2000)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER SC0600-98-0501 AMD 27, SC0600-98-0502 AMD 26		PAGE 1 OF 60						
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-00-R-0084		6. SOLICITATION ISSUE DATE AUGUST 17, 2000					
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME THEODORE JONES (703) 767-9535 GAIL MOORE (703) 767-9527 PAM METZGER (703) 767-9526				b. TELEPHONE NUMBER (no collect calls) FAX: (703) 767-8506		8. OFFER DUE DATE/LOCAL TIME AUGUST 31, 2000 @3:00 PM LOCAL TIME FT. BELVOIR, VA					
9. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 BUYER/SYMBOL: T. JONES/DESC-PLC E-MAIL: tjones@desc.dla.mil PHONE: (703) 767-9535				CODE SP0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			
13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)				13b. RATING									
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP													
15. DELIVER TO SEE SCHEDULE				CODE		16. ADMINISTERED BY SEE BLOCK 9							
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY		CAGE CODE		18a. PAYMENT WILL BE MADE BY SEE CLAUSES G150.03, G150.06 AND G150.11							
TELEPHONE NO.		FAX NO:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE ATTACHED (Attach additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, FAR 52.212-4 AND 52.212-5. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.													
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:.							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)							
30b. NAME AND TITLE OF SIGNER (Type or Print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL							
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
						38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (Print)							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)							
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

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SCHEDULE

B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.

(c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 7) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.

(1) **IFBs.** Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.

(2) **RFPs.** Any offers received for less than the full quantity for each line item will be rejected by the Government.
(DESC 52.207-9F45)

(SCHEDULE BEGINS ON NEXT PAGE)

ITEM
NUMBERESTIMATED
QUANTITY-----
STATE OF ARIZONA
-----**CHAMBERS,**

AZ, DI, BIA, FT DEFIANCE AGENCY, BR OF FACILITY MGMT, WIDE RUINS
 BOARDING SCHOOL, 20 MI N
 APACHE COUNTY
 DELIVERY FEDAAC: 1481S2
 BILLING FEDAAC: N/A
 ORDERING OFFICE: 520-729-7308

B08-46

FUEL OIL, BURNER #2 (FS2)
 MAXIMUM SULFUR CONTENT 1.5%
 TANK WAGON (TW) INTO
 3/4,000 GALLON TANKS
 1/3,000 GALLON TANK

29,000 GL

DAVIS-MONTHAN AFB,

AZ, USAF, ACC, 355WG, I 10, ENTER AT SWAN GATE #8032
 PIMA COUNTY
 DELIVERY FEDAAC: FP4877
 BILLING FEDAAC: N/A
 ORDERING OFFICE: 520-228-4129

750-133

DIESEL FUEL #2 (DL2)
 FOB ORIGIN (FOB), WITHIN A 3 MILE RADIUS INTO
 GOVERNMENT FURNISHED C301 REFUELERS USING A
 HYDRAULIC OPERATED SYSTEM.
 ANTICIPATED 0% ON HIGHWAY USE

24,000 GL

FT DEFIANCE,

AZ, DI, BIA, FT DEFIANCE AGENCY, BR OF ROADS MAINTENANCE, 32 MI N/NW
 OF GALLUP, NM
 APACHE COUNTY
 DELIVERY FEDAAC: 1481Q1
 BILLING FEDAAC: N/A
 ORDERING OFFICE: 505-863-9501 EXT 253

B30-69

DIESEL FUEL #1 (DL1)
 TANK WAGON (TW) INTO
 2/3,000 GALLON ABOVE GROUND TANKS
 ANTICIPATE 0% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

15,000 GL

ITEM
NUMBERESTIMATED
QUANTITY-----
STATE OF ARIZONA
-----**GRAND CANYON,**

AZ, DI, NATL PARK SVC, GRAND CANYON NATIONAL PARK, ADMIN BLDG. AREA,
83 MILES SOUTH OF KANAB, UT ON HWY 67
COCONINO COUNTY
DELIVERY FEDAAC: 148100
BILLING FEDAAC: N/A
ORDERING OFFICE: 520-638-7716

B36-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW) INTO 1/6,000 GALLON ABOVE GROUND TANKS AT GENERATOR BUILDING ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED	16,000 GL
B36-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW) INTO 1/6,000 GALLON ABOVE GROUND TANKS AT GENERATOR BUILDING ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B36-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0 GL
B36-46	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK WAGON (TW) INTO 1/10,000 GALLON BELOW GROUND TANK AT GENERATOR BUILDING 1/2,000 GALLON ABOVE GROUND TANK AT WASTEWATER TREATMENT PLANT 1/2,000 GALLON BELOW GROUND TANK AT ADMIN BUILDING 1/1,000 GALLON BELOW GROUND TANK AT NPS RESIDENCE 1/800 GALLON ABOVE GROUND TANK AT AUTO SHOP 2/600 GALLON BELOW GROUND TANKS AT NPS RESIDENCE 10/550 GALLON ABOVE GROUND TANKS AT NPS RESIDENCE AND 3/350 GALLON ABOVE GROUND TANKS AT NPS RESIDENCE.	15,000 GL

PHOENIX,

AZ, ARMY, NG, 258TH ENG CO., 1335 N 52ND STREET (FOR USPFO, ARIZONA)
MARICOPA COUNTY
DELIVERY FEDAAC: W90M1F
BILLING FEDAAC: W61LP3
ORDERING OFFICE: 602-267-2842

051-13	DIESEL FUEL #2 (DL2) TANK WAGON (TW) INTO 2/2,500 GALLON TANK TRAILER ANTICIPATE 50% ON HIGHWAY USE CERTIFIED DELIVERY TICKETS REQUIRED MULTIPLE DROP	18,000 GL
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ITEM
NUMBERESTIMATED
QUANTITY-----
STATE OF ARIZONA
-----**SEBA DALKAI,**

AZ, DI, BIA, FT DEFIANCE AGENCY, BR OF FACILITY MGMT, SEBA DALKAI
BOARDING SCHOOL, 45 MI NE OF WINSLOW
NAVAJO COUNTY
DELIVERY FEDAAC: 1481S0
BILLING FEDAAC: N/A
ORDERING OFFICE: 520-729-7308

C14-46

FUEL OIL, BURNER #2 (FS2)
TANK WAGON (TW) W/8 FT LADDER INTO
2/2,000 GALLON TANKS
1/1,500 GALLON TANK

12,000 GL

TOLANI LAKE,

AZ, DI, BIA, WESTERN NAVAJO AGENCY, BR OA ROADS, APROX 16 MI NE OF
LEUPP.
COCONINO COUNTY
DELIVERY FEDAAC: 1481K8
BILLING FEDAAC: N/A
ORDERING OFFICE: 520-283-6345

C28-68

DIESEL FUEL #2, LOW SULF (LS2)
TANK WAGON (TW) W/12 FT LADDER INTO
1/2,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE

10,000 GL

YUMA,

AZ, DI, BIA, BUR OF REC, YUMA PROJECTS OFFICE, 7301 CALLE AGUA SALADA
YUMA COUNTY
DELIVERY FEDAAC: 149407
BILLING FEDAAC: N/A
ORDERING OFFICE: 520-343-8135

C52-681

DIESEL FUEL #2, LOW SULF (LS2)
TANK TRUCK (TT) W/75 FT OF HOSE INTO
1/8,000 GALLON TANK ON A BARGE LOCATED AT RIVER MILE 24
2/8,000 GALLON ABOVE GROUND TANKS LOCATED AT RIVER MILE 23.3 ON
ARIZONA SIDE OF THE COLORADO RIVER
1/8,000 GALLON ABOVE GROUND TANK LOCATED AT RIVER MILE 25.1 ON
ARIZONA SIDE OF THE COLORADO RIVER
ANTICIPATE 0% ON HIGHWAY USE.
DELIVERY REQUIRED 24 HOURS AFTER RECEIPT OF ORDER.
ROADS ARE GRAVEL AND/OR DIRT.
MULTIPLE DROP.

500,000 GL

C52-682

DIESEL FUEL #2, LOW SULF (LS2)
TANK WAGON (TW), INTO
1/2,000 GALLON ABOVE GROUND TANK LOCATED AT ARAZ DRAIN, NORTH OF
FREEWAY INTERSTATE 8 ON CALAIFORNIA SIDE OF THE COLORADO RIVER.
ANTICIPATE 0% ON HIGHWAY USE.
ROADS ARE GRAVEL AND/OR DIRT.

36,000 GL

C52-683

DIESEL FUEL #2, LOW SULF (LS2)
FOB ORIGIN (FOB), WITHIN A 15 MILE RADIUS INTO
2/950 GALLON GOV'T FURNISHED TRUCKS (TOP AND BOTTOM LOADING).
TRUCKS ARE CURRENTLY TOP LOADING AND ARE BEING RETROFITTED TO
ALLOW BOTTOM LOADING.
ANTICIPATE 100% ON HIGHWAY USE.

36,000 GL

ITEM NUMBER		ESTIMATED QUANTITY
----- STATE OF ARIZONA -----		
	YUMA, AZ, DJ, INS, BORDER PATROL, 350 1 ST STREET YUMA COUNTY DELIVERY FEDAAC: 159404 BILLING FEDAAC: N/A ORDERING OFFICE: 520-782-9548	
C54-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW) INTO 1/3,000 GALLON ABOVE GROUND TANK ANTICIPATE 100% ON HIGHWAY USE	17,000 GL
C54-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW) INTO 1/3,000 GALLON ABOVE GROUND TANK ANTICIPATE 100% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM C54-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0 GL

----- STATE OF CALIFORNIA -----		
	BLYTHE, CA, DJ, INS, BORDER PATROL, 16870 W. HOBSON WAY RIVERSIDE COUNTY DELIVERY FEDAAC: 159404 BILLING FEDAAC: N/A ORDERING OFFICE: 520-782-9548	
D44-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW) INTO 1/2,000 GALLON ABOVE GROUND TANK ANTICIPATE 80% ON HIGHWAY USE	20,000 GL

	BRIDGEPORT, CA, DA, FOR SVC, RANGER DIST, HWY #182, 1 MI N, TOIYABE NATL FOREST MONO COUNTY DELIVERY FEDAAC: 129JD4 BILLING FEDAAC: N/A ORDERING OFFICE: 702-355-5357	
D58-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW) INTO 1/1,000 GALLON TANK ANTICIPATE 60% ON HIGHWAY USE	9,000 GL

ITEM NUMBER		ESTIMATED QUANTITY
	----- STATE OF CALIFORNIA -----	
	CAMP PENDLETON, CA, NAVY, USMC, DSSC DIVISION, LOGISTICS SAN DIEGO COUNTY DELIVERY DODAAC: MMCY20 BILLING DODAAC: M00681 ORDERING OFFICE: 760-725-4792	
560-081	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/6,000 GALLON BELOW GROUND TANK AT BLDG 23159 DELIVERY HOURS: 0730-1500 MINIMUM DELIVERY: 1,000 GALLONS	10,000 GL
	FOLSOM, CA, DI, BUREAU OF RECLAMATION, 7794 FOLSOM DAM ROAD SACRAMENTO COUNTY DELIVERY FEDAAC: 149133 BILLING FEDAAC: N/A ORDERING OFFICE: 916-989-7240	
E92-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW) INTO 1/2,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE	11,000 GL
E92-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW) INTO 1/2,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE	12,000 GL

	FT IRWIN, CA, ARMY, 35 MI NE OF BARSTOW SAN BERNARDINO COUNTY DELIVERY FEDAAC: W81G53 BILLING FEDAAC: W81G53 ORDERING OFFICE: 916-98760-380-3855	
154-13	DIESEL FUEL #2 (DL2) TANK TRUCK (TT) W/PUMP INTO 1/12,000 GALLON ABOVE GROUND TANK ANTICIPATE 8% ON HIGHWAY USE DELIVERY TICKET REQUIRED. DELIVERY HOURS: 0730-1430 , 7 DAYS INCLUDING HOLIDAYS	102,000 GL

	HAPPY CAMP, CA, DA, FOREST SVC, KLAMATH NATL FOREST, AIRPORT WORK CTR SISKIYOU COUNTY DELIVERY FEDAAC: 1291X2 BILLING FEDAAC: N/A ORDERING OFFICE: 916-493-2243	
F46-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 2/1,000 GALLON TANKS ANTICIPATE 50% ON HIGHWAY USE	20,000 GL

ITEM
NUMBERESTIMATED
QUANTITY-----
STATE OF CALIFORNIA

MOFFETT FIELD,
 CA, NASA, AMES RESEARCH CENTER
 SANTA CLARA COUNTY
 DELIVERY FEDAAC: 809101
 ORDERING OFFICE: 415-604-5830

G46-08	RFG REGULAR UNLEADED (MRR) TANK TRUCK (TT), INTO 1/12,000 GALLON BELOW GROUND TANK AT BLDG 161	53,000 GL
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NAPA,
 CA, DI, BUREAU OF RECLAMATION, LAKE BERRYESSA RESOURCE BRANCH,
 5520 KNOXVILLE ROAD.
 NAPA COUNTY
 DELIVERY FEDAAC: 1491V3
 BILLING FEDAAC: N/A
 ORDERING OFFICE: 916-989-7240

G68-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/2,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE	10,000 GL
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G68-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/2,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE	10,000 GL
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NORTH FORK,
 CA, DA, FOR SVC, SIERRA NATL FOREST, MINARETS RANGER DIST, MINARETS
 WORK CENTER, APPROX 45 MI NE
 MADERA COUNTY
 DELIVERY FEDAAC: 129AHH
 BILLING FEDAAC: N/A
 ORDERING OFFICE: 209-297-0706 EXT 4836

G78-70	DIESEL FUEL #2, HIGH SULF (HS2) TANK WAGON (TW), INTO 1/2,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE	5,000 GL
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PETALUMA,
 CA, DT, COAST GUARD TRAINING CENTER, 10 MI W, 94952-5000
 SONOMA COUNTY
 DELIVERY FEDAAC: Z61200
 BILLING FEDAAC: N/A
 ORDERING OFFICE: 707-765-7281

H30-94	DIESEL FUEL LS2 (DYED) (LSS) TANK WAGON (TW), INTO 2/4,000 GALLON TANKS 1/2,000 GALLON TANK 1/1,000 GALLON TANK 6/250 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE	113,000 GL
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ITEM
NUMBERESTIMATED
QUANTITY-----
STATE OF CALIFORNIA

PORT HUENEME,
 CA, USAF, ANG, 146 AW, CHANNEL ISLANDS ANGB, 4146 NAVAL AIR ROAD
 VENTURA COUNTY
 DELIVERY FEDAAC: FP6043
 BILLING FEDAAC: N/A
 ORDERING OFFICE: 805-986-7971

831-13	DIESEL FUEL #2 (DL2) TANK WAGON (TW), INTO 2/5,000 GALLON TANKS ANTICIPATE 10% ON HIGHWAY USE	21,000 GL
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RED BLUFF,
 CA, DI, BUREAU OF RECLAMATION, 22500 ALTUBE AVE
 TEHAMA COUNTY
 DELIVERY FEDAAC: 149136
 BILLING FEDAAC: N/A
 ORDERING OFFICE: (unknown)

H65-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/500 GALLON ABOVE GROUND TANK ANTICIPATE 0% ON HIGHWAY USE APPROX 525 GALLONS PER MONTH	6,300 GL
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H65-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/500 GALLON ABOVE GROUND TANK ANTICIPATE 0% ON HIGHWAY USE APPROX 125 GALLONS PER MONTH	1,500 GL
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REDDING,
 CA, DI, BU OF REC, SHASTA OFFICE (CVP), SHASTA DAM WHSE, 13 MI NW
 SHASTA COUNTY
 DELIVERY FEDAAC: 149137
 ORDERING OFFICE: 530-275-3091

H74-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/1,000 GALLON ABOVE GROUND TANK(S)	14,000 GL
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REDDING,
 CA, DI, BU OF REC, SHASTA OFFICE (CVP), KESWICK DAM WHSE, 5 MI N
 SHASTA COUNTY
 DELIVERY FEDAAC: 149137
 ORDERING OFFICE: 530-275-3091

H78-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/1,000 GALLON ABOVE GROUND TANK(S)	12,000 GL
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ITEM
NUMBERESTIMATED
QUANTITY-----
STATE OF CALIFORNIA
-----**SAN CLEMENTE ISLAND,**

CA, NAVY

ORANGE COUNTY

DELIVERY DODAAC: N31466

BILLING DODAAC: N00244

ORDERING OFFICE: 619-545-8841

608-68	DIESEL FUEL #2, LOW SULF (LS2) BARGE (BRG), WITH 50 FT OF HOSE AND 2 1/2 INCH COUPLING INTO 2/26,000 GALLON ABOVE GROUND TANK(S) 4/20,000 GALLON ABOVE GROUND TANK(S) 1/1,000 GALLON ABOVE GROUND TANK(S) NOTE: REVERSE-THRUST TUG IS REQUIRED	720,000 GL
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608-681	DIESEL FUEL #2, LOW SULF (LS2) BARGE (BRG), WITH 50 FT OF HOSE AND 2 1/2 INCH COUPLING INTO 4/20,000 GALLON ABOVE GROUND TANK(S) AVERAGE DELIVERIES WILL BE APPROXIMATELY 50,000 TO 60,000 GALLONS NOTE: REVERSE-THRUST TUG IS REQUIRED DELIVERY PERIOD: DATE OF AWARD THRU JULY 1999 WITH AN OPTION TO EXTEND ON A MONTHLY BASIS.	384,000 GL
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SAN DIEGO,

CA, VA, MEDICAL CENTER, 3350 LA JOLLA VILLAGE DR

SAN DIEGO COUNTY

DELIVERY FEDAAC: 369128

ORDERING OFFICE: 619-453-7500 EXT 3640

J54-68	DIESEL FUEL #2, LOW SULF (LS2) TANK TRUCK (TT), INTO 2/12,000 GALLON BELOW GROUND TANK 2/10,000 GALLON BELOW GROUND TANK THIS FACILITY USES NATURAL GAS AND ELECTRICITY AS ITS PRIMARY SOURCE OF FUEL. THIS REQUIREMENT IS FOR USE DURING TIMES OF NATURAL GAS AND/OR ELECTRICITY CURTAILMENT. UNDER THIS REQUIREMENT, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION. NOTE 1: AVERAGE LIFT IS 7,500 GALS EVERY OTHER YEAR. HOWEVER, IF NATURAL GAS AND/OR ELECTRICITY IS INTERRUPTED FOR AN EXTENDED PERIOD OF TIME, PRODUCT WOULD BE REQUIRED EVERY THIRD DAY.	7,500 GL
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SAN MIGUEL,CA, ARMY, NG, MATES, CAMP ROBERTS, EAST GARRISON, (FOR USPFO,
(CALIFORNIA)

MONTEREY COUNTY

DELIVERY DODAAC: W62M5F

BILLING DODAAC: W81LG6

ORDERING OFFICE: 805-594-6381

316-83	DIESEL FUEL #2, (DYED) (DLS) TANK TRUCK (TT), INTO 1/10,000 GALLON BELOW GROUND TANK 1/5,000 GALLON BELOW GROUND TANK DELIVERY TICKET REQUIRED MULTIPLE DROP	24,000 GL
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ITEM
NUMBERESTIMATED
QUANTITY-----
STATE OF CALIFORNIA

SAN MIGUEL,
 CA, ARMY, CAMP ROBERST, CO C, 1110TH US ARMY SIG BAT, EAST
 PERIMETER RD
 SAN LUIS OBISPO COUNTY
 DELIVERY DODAAC: W62N0F
 BILLING DODAAC: W68NE6
 ORDERING OFFICE: 253-966-1747 (FT LEWIS)

317-34	DIESEL FUEL #2 (DF2) TANK TRUCK/TRAILER (TTR), INTO 2/10,000 GALLON BELOW GROUND TANK DELIVERY TICKET REQUIRED	12,000 GL
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SAWYERS BAR,
 CA, DA, FOR SVC, KALMATH NATL FOREST, 35 MI SE OF YREKA
 SISKIYOU COUNTY
 DELIVERY FEDAAC: 1291X4
 ORDERING OFFICE: 916-467-5757

K08-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/2,000 GALLON TANK	10,000 GL
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K08-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), INTO 1/6,000 GALLON TANK	9,000 GL
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SONORA,
 CA, DI, BUREAU OF RECLAMATION, NEW MELONES RESOURCE BRANCH,
 6805 STUDHOUSE FLAT ROAD
 TUOLUMNE COUNTY
 DELIVERY FEDAAC: 149181
 ORDERING OFFICE: 916-989-7240

K15-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/2,000 GALLON TANK	10,000 GL
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K15-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/2,000 GALLON TANK	10,000 GL
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TWENTYNINE PALMS,
 CA, DI, NATL PK SVC, JOSHUA TREE NATL MONUMENT, MAINTENANCE YARD,
 9 1/2 MI S
 SAN BERNARDINO COUNTY
 DELIVERY FEDAAC: 149107
 ORDERING OFFICE: 619-367-6376

K66-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/4,000 GALLON TANK	8,000 GL
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ITEM
NUMBERESTIMATED
QUANTITY-----
STATE OF CALIFORNIA
-----**TWENTYNINE PALMS,**CA, DOD, MARINE CORPS AIR GROUND COMBAT CENTER, 13TH ST & DEL VALLE,
BLDG #2035

SAN BERNARDINO COUNTY

DELIVERY DODAAC: UY7335

THIS IS A CONTRACTOR OWNED/CONTRACTOR OPERATED
FACILITY

BILLING DODAAC: UY7335

ORDERING OFFICE: 310-900-6960 EXT 1303

999-08	RFG REGULAR UNLEADED (MRR) TANK TRUCK/TRAILER (TTR), W/SEALS INTO 4/20,000 GALLON BELOW GROUND TANKS DELIVERY TICKET REQUIRED FOR EACH DROP	34,000 GL
999-13	DIESEL FUEL #2 (DL2) TANK TRUCK/TRAILER (TTR), W/SEALS INTO 2/12,000 GALLON BELOW GROUND TANK DELIVERY TICKET REQUIRED FOR EACH DROP NOTE: MINIMUM FREE TIME REQUIRED IS 1-1/2 HRS MULTIPLE DROP	500,000 GL

YOSEMITE NATL PARK,CA, DI, NATL PK SVC, (YOSEMITE VALLEY) 18 MI W OF YOSEMITE VALLEY
MARIPOSA COUNTY

DELIVERY FEDAAC: 149103

ORDERING OFFICE: 209-379-1040

L10-46	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK WAGON (TW), W/150 FT HOSE INTO 1/1,000 GALLON ABOVE GROUND TANK(S) 2/500 GALLON ABOVE GROUND TANK(S)	27,000 GL
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YOSEMITE NATL PARK,CA, DI (EL PORTAL), NATL PK SVC, 18 MI W OF YOSEMITE VALLEY
MARIPOSA COUNTY

DELIVERY FEDAAC: 149103

ORDERING OFFICE: 209-379-1040

L11-46	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK WAGON (TW), W/150 FT HOSE INTO 1/550 GALLON ABOVE GROUND TANK(S)	10,000 GL
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ITEM
NUMBERESTIMATED
QUANTITY-----
STATE OF NEVADA
-----**LAS VEGAS,**NV, DA, FOR SVC, RANGER DIST, KYLE CANYON RANGER STA, 35 MI NORTH OF
LAS VEGAS, TOIYABE NATL FOREST
CLARK COUNTY

DELIVERY FEDAAC: 1293D5

ORDERING OFFICE: 702-355-5357

M20-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/1,000 GALLON TANK	7,000 GL
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M20-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/1,000 GALLON TANK NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM M20-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0 GL
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STATE OF UTAH
-----**DUGWAY,**UT, ARMY, PROVING GROUND, APPROX 10 MI FROM MAIN POST ADMIN AREA
TOOELE COUNTY

DELIVERY DODAAC: W67HY8

BILLING DODAAC: W67HY8

ORDERING OFFICE: 435-522-2102

420-12	DIESEL FUEL #1 (DL1) TANK TRUCK/TRAILER (TTR), W/PUMP INTO 1/20,000 GALLON TANK(S) 1/12,000 GALLON TANK(S) 2/10,000 GALLON TANK(S) 1/5,000 GALLON TANK(S) DELIVERY TICKET REQUIRED DELIVERY HOURS: 0900-1130 1230-1500 MON - THURS ONLY DELIVERY: APPROX OCT - MAR MULTIPLE DROP	80,000 GL
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420-13	DIESEL FUEL #2 (DL2) TANK TRUCK/TRAILER (TTR), W/PUMP INTO 1/20,000 GALLON TANK(S) 1/12,000 GALLON TANK(S) 2/10,000 GALLON TANK(S) 1/5,000 GALLON TANK(S) DELIVERY TICKET REQUIRED DELIVERY HOURS: 0900-1130 1230-1500 MON - THURS ONLY DELIVERY: APPROX APR - SEP MULTIPLE DROP	120,000 GL
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ITEM
NUMBERESTIMATED
QUANTITY-----
STATE OF UTAH

HILL AFB,
 UT, USAF, AFMC, 75 ABW/LGSF, I-15, EXIT 336
 DAVIS COUNTY
 DELIVERY DODAAC: FP2027
 ORDERING OFFICE: 801-777-0824/5/6

930-13	DIESEL FUEL #2 (DL2) TANK TRUCK (TT), W/20 FT OF HOSE INTO 3/30,000 GALLON ABOVE GROUND TANK(S) MATERIAL SAFETY DATA SHEETS (MSDS) REQUIRED DELIVERY TICKET REQUIRED DELIVERY: APR - SEP	160,000 GL
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HILL AFB,
 UT, USAF, AFMC, HILL RANGE, 60 MI W OF SALT LAKE CITY ON I-80 AND 20
 MI N OF LAKESIDE
 BOX ELDER COUNTY
 DELIVERY DODAAC: FP2027
 ORDERING OFFICE: 801-777-9804/5/6

940-12	DIESEL FUEL #1 (DL1) TANK TRUCK (TT), W/PUMP AND 20 FT OF HOSE INTO 1/30,000 GALLON TANK	50,000 GL
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940-13	DIESEL FUEL #2 (DL2) TANK TRUCK (TT), W/PUMP AND 20 FT OF HOSE INTO 1/30,000 GALLON TANK DELIVERY DURING SUMMER MONTHS ONLY	50,000 GL
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SPRINGDALE,
 UT, DI, NATL PK SVC, ZION NATL PARK, UTILITY AREA
 WASHINGTON COUNTY
 DELIVERY FEDAAC: 148406
 ORDERING OFFICE: 435-772-0150

N50-46	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK WAGON (TW), INTO 1/4,000 GALLON BELOW GROUND TANK	11,000 GL
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TOOELE,
 UT, ARMY, ARMY DEPOT, 3 MI S ON HWY 36, TO MAIN GATE
 TOOELE COUNTY
 DELIVERY DODAAC: W67G22
 BILLING DODAAC: W67G22
 ORDERING OFFICE: 435-833-3171

430-13	DIESEL FUEL #2 (DL2) TANK TRUCK/TRAILER (TTR), W/PUMP AND 30 FT HOSE INTO 1/12,000 GALLON BELOW GROUND TANK DELIVERY HOURS: 0630-1300	75,000 GL
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ITEM
NUMBERESTIMATED
QUANTITY-----
STATE OF UTAH
-----**TOOELE,**UT, ARMY, ARMY DEPOT, 20 MI S ON HWY 36, THEN SE ON HWY 73 TO DESERET
CHEMICAL DEPOT GATE

TOOELE COUNTY

DELIVERY DODAAC: W67G22

BILLING DODAAC: W67G22

ORDERING OFFICE: 435-833-3171

440-13

DIESEL FUEL #2 (DL2)

40,000 GL

TANK TRUCK/TRAILER (TTR), W/30 FOOT HOSE INTO

2/11,600 GALLON ABOVE GROUND TANK(S)

DELIVERY HOURS: 0630-1300

NOTE: ALL DRIVERS ENTERING SOUTH AREA (CHEMICAL
AGENT AREA) ARE REQUIRED TO ESTABLISH A RED BLOOD
COUNT -- CHOLINESTERASE (RBC-CHE) BASELINE (CAMDS SITE)

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES**L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC MAR 2000)**

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **MASTER SOLICITATION.**

(1) This solicitation is [], is not [X] a master solicitation for the Region 7 Post Camps & Stations (3.27) Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is August 31, 2000. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) **IFBs ONLY.**

(i) Facsimile bids (**Not Applicable**) authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) **RFPs ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(d) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(f) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(g) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

L2.05-5 (CONT'D)**(h) LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(m) CONTRACT AWARD.**(1) RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

L2.05-5 (CONT'D)

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(n) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
 470 EAST L'ENFANT PLAZA, SW, SUITE 8100
 WASHINGTON, DC 20407
 TELEPHONE: (202) 619-8925
 FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at <http://www.dsp.dla.mil> or from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
 BUILDING 4, SECTION D
 700 ROBBINS AVENUE
 PHILADELPHIA, PA 19111-5094
 TELEPHONE: (215) 697-2179
 FAX: (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
 - (A) By telephone at (215) 697-2179; or
 - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(o) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.212-1, tailored/DESC 52.212-9F20)

11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC MAR 2000)**(a) INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** See Addendum 2.

11.03-3 (CONT'D)

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JUL 2000)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).

☐ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☒ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

☐ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☒ 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.

☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ 52.222-26, Equal Opportunity (E.O. 11246).

☒ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

I1.04 (CONT'D)

[] 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a - 10d).

[] 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). [] Alt I. [] Alt II.

[] 52.225-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).

[] 52.225-13, Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and 13129).

[] 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

[] 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

[] 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).

[] 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

[] 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[] 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

[] 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

[] 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

[] 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

[] 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

[] 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

[] 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

[] 52.222-50, Nondisplacement of Qualified Workers (E.O. 129333).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

11.04 (CONT'D)

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

- | | | |
|-------------------------------------|--------------|---|
| <input type="checkbox"/> | 252.205-7000 | Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) |
| <input type="checkbox"/> | 252.206-7000 | Domestic Source Restriction (10 U.S.C. 2304) |
| <input checked="" type="checkbox"/> | 252.219-7003 | Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) |
| <input type="checkbox"/> | 252.225-7001 | Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10-d, E.O. 10582) |
| <input checked="" type="checkbox"/> | 252.225-7007 | Buy American Act -Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note) |
| <input type="checkbox"/> | 252.225-7012 | Preference for Certain Domestic Commodities |
| <input type="checkbox"/> | 252.225-7014 | Preference for Domestic Specialty Metals (10 U.S.C. 2341 note) |
| <input type="checkbox"/> | 252.225-7015 | Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note) |
| <input type="checkbox"/> | 252.225-7021 | Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note) |
| <input type="checkbox"/> | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779) |
| <input type="checkbox"/> | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755) |
| <input type="checkbox"/> | 252.225-7029 | Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)93) |
| <input type="checkbox"/> | 252.225-7036 | Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (<input type="checkbox"/> Alt I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note) |

11.05 (CONT'D)

- ☐ 252.227-7015 Technical Data Commercial Items (10 U.S.C. 2320)
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321)
- ☐ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)
- ☐ 252.247-7023 Transportation of Supplies by Sea (☐ Alt I), (☐ Alt II) (10 U.S.C. 2631)
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(b) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract.

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)
- ☐ 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(DFARS 252.212-7001)

ADDENDUM #1

PREAWARD SOLICITATION PROVISIONS

K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D)
(DESC FEB 1999)

SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.

(a) The representation in (c) below concerning the offeror's manufacturing source applies to Small Business Set-Aside (SBSA) line items, Small Disadvantaged Business Price Evaluation Adjustment (SDB PEA) line items, and HUBZone Small Business (HSB) line items only.

(1) To be eligible for either the SBSA or SDB PEA, the representation in (c)(1) below must state that all end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) To be eligible for the HSB preference, the representation in (c)(2) below must state that all end items will be manufactured or produced by a HUBZone small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Failure to complete (c) below and failure to submit same with the offer may render the offer ineligible for award in any of these programs.

(c) (1) **SBSA/SDB PEA REPRESENTATION.** The small business concern represents as part of its offer that--

☐ all

☐ not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

K1.01-7 (CONT'D)

(2) **HSB REPRESENTATIONS.** The small business concern represents as part of its offer that—

☐ all

☐ not all

end items to be furnished will be manufactured or produced by a HUBZone small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(DESC 52.212-9F35)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

L3.03 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bid (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date bids are due.

(b) (1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made; the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and --

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or.

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper; other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal Government processes resume.

L3.03 (CONT'D)

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the FACSIMILE BIDS provision. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(FAR 52.214-7)

L5.01-1 AGENCY PROTESTS (DEC 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L46 SINGLE UNIT PRICE REQUIRED (DESC MAR 1999)

Subparagraph (b)(3) of the DELIVERY CONDITIONS (by various means) clause defines the minimum amount of product that can be required in a single delivery for tank wagons. All offerors must offer a single unit price to provide for the minimum required delivery for tank wagons. All offerors must offer a single unit price to cover any quantity of product that may be required in a single delivery under the contract. Offers that provide for a unit price that fluctuates according to the quantity delivered in a single delivery are not acceptable.

(DESC 52.216-9F10)

L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)

M63.01 EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) (DESC APR 2000)

(a) Where an activity can accept either gasohol or gasoline, the item numbers and delivery narratives in the Schedule will be shown for each type product. Offerors may offer on either or both products. Any award will be made for the product that receives the lowest evaluated offer. The Government will use an evaluation factor based on the difference between the Federal Excise Tax (FET) for gasoline and gasohol at the prevailing rate on the date of bid opening or closing of negotiations. This difference will be deducted from the gasohol offered price(s) prior to the application of other applicable evaluation criteria.

(b) Do not include the FET for either product in your offer price.

(DESC 52.214-9F20)

ADDENDUM #2**POSTAWARD SOLICITATION PROVISIONS****B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)****(a) WARRANTIES.** The Contractor warrants that--

- (1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;

and

- (2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) DEFINITIONS. As used throughout this clause, the term--**(1) Base price** means--

- (i) The unit price offered for an item and included in the contract award schedule; or

(ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.

(2) **Base reference price** means the preselected reference price for an item as published on August 14, 2000. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.

(3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.

(4) Date of delivery means--**(i) FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) FOR ALL OTHER TYPES OF DELIVERIES. The date product is received on a truck-by-truck basis.**(5) Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1) below.

(c) ADJUSTMENTS. Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC** to reflect any price change pursuant to this clause.

(1) DAY OF PUBLICATION.

(i) PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT. For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.

(ii) OTHER PUBLICATIONS. Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.

(2) CALCULATIONS. The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.

- (i) If averages are published within a given publication, then these averages will be used.

- (ii) If averages are not available within a given publication, manually calculated averages will be used.

(3) REVISION OF PUBLISHED REFERENCE PRICE. In the event--

- (i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

- (ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market

conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(4) FAILURE TO DELIVER. Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

B19.19 (CONT'D)

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **PUBLICATIONS:** The following publication(s) is (are) used:

OPIS - Oil Price Information Service PADD Reports - Average price for the city and product noted.

B19.19 (CONT'D)

REGION 7
PETROLEUM MARKET AREAS

STATECOUNTIES**ARIZONA**

- A. Cochise, Graham, Greenlee, Pima, Santa Cruz
- B. Coconino, Gila, La Paz, Maricopa, Mohave, Pinal, Yavapai, Yuma
- C. Apache, Navajo

CALIFORNIA

- A. Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura
- B. Fresno, Inyo, Kern, Kings, Madera, Mono, Tulare
- C. Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Plumas, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Tehama, Trinity, Tuolumne, Yuba
- D. El Dorado, Placer, Sacramento, Solano, Sutter, Yolo

NEVADA

- A. Clark, Lincoln, Nye
- B. Churchill, Douglas, Esmeralda, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe, Independent City of Carson City
- C. Elko, Eureka, White Pine

UTAH

- A. San Juan
- B. Beaver, Box Elder, Cache, Carbon, Daggett, Davis, Duchesne, Emery, Garfield, Grand, Iron, Juab, Kane, Millard, Morgan, Piute, Rich, Salt Lake, Sanpete, Sevier, Summit, Tooele, Unitah, Utah, Wasatch, Washington, Wayne, Weber

(DESC 52.216-9FW1)

GASOLINES*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
ARIZONA	A	OPIS Tucson
	B	OPIS Phoenix
	C	OPIS Four Corners Ref., FC
CALIFORNIA**	A	OPIS Los Angeles
	B	OPIS Bakersfield
	C	OPIS San Francisco
	D	OPIS Sacramento
NEVADA	A	OPIS Las Vegas
	B	OPIS Sparks/Reno
	C	OPIS Salt Lake City, UT
UTAH	A	OPIS Four Corners Ref., FC
	B	OPIS Salt Lake City, UT

GENERAL GASOLINE NOTES:*CLEAR/OXYGENATED GASOLINE**

- a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasoline items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.
- b) Gasoline items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (non oxygenated) gasoline average at the end of the control period. Gasoline items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

REFORMULATED GASOLINE

- a) Reformulated gasoline (RFG) items, outside of oxygenated fuel program areas, will use the average price for non oxygenated program RFG.
- b) Reformulated gasoline items, within an oxygenated fuel program area, will use the average price for oxygenated program reformulated gasoline (OPRG). Reformulated gasoline items, within oxygenated fuel program areas, switch to an OPRG reference at the start of the control period and return to a non-oxygenated program RFG price at the end of the control period.

GASOHOL

- a) All regular unleaded gasohol items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasohol items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasohol items escalate/deescalate with premium unleaded gasoline reference.
- b) Gasohol items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (non oxygenated) gasoline average at the end of the control period. Gasohol items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.
- c) Gasohol items, in areas where reformulated gasoline (RFG) is required by law, will use the average price for reformulated gasoline. Gasohol items, in areas with an oxygenated fuel program where reformulated gasoline is required, will switch to the reformulated oxygenated gasoline (OPRG) price during the control period and return to the non-oxygenated program reformulated gasoline (RFG) price at the end of the control period.
- d) Gasohol items, in areas where low RVP gasoline is required, will follow the appropriate references for gasoline as explained in the notes entitled RVP REQUIREMENTS FOR GASOLINE.

RVP REQUIREMENTS FOR GASOLINE**REGION 7**

- a) **OPIS Phoenix, AZ** -- All regular, midgrade, and premium unleaded gasoline items should switch to the 7.0 RVP gasoline reference beginning on the third Monday of May and use the 7.0 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference. For Items requiring RFG see the Reformulated Gasoline Note.
- b) **OPIS Sparks/Reno, NV** -- All regular, midgrade, and premium unleaded gasoline items should switch to the 7.8 RVP gasoline reference beginning on the third Monday of May and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.
- c) **OPIS Salt Lake City, UT** -- All regular, midgrade, and premium unleaded gasoline items in the following Utah counties: Davis and Salt Lake, should switch to the 7.8 RVP gasoline reference beginning on the third Monday of May and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference. All other gasoline items using the OPIS Kansas City, KS reference should use the 9.0 RVP price at all times.

****CALIFORNIA GASOLINE NOTES:**

- a) All California gasoline items will use either the OPIS CaRFG (2% Oxy) or the OPIS CaRFG (0%Oxy) price.
- b) All California gasoline items in areas where oxygenated California RFG is required year round, will use the CaRFG (2% Oxy) year round.
- c) All California gasoline items in areas where oxygenated California RFG is required only part of the year will use the CaRFG (2%oxy) during the period when oxygenated California RFG is required and will use the CaRFG (0%Oxy) when oxygenated gasoline is not required.

NO. 1 DISTILLATE HIGH AND LOW SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
ARIZONA	A	OPIS Four Corners Ref., FC Low Sulfur
	B	OPIS Four Corners Ref., FC Low Sulfur
	C	OPIS Four Corners Ref., FC Low Sulfur
CALIFORNIA	A	OPIS Bakersfield Low Sulfur
	B	OPIS Bakersfield Low Sulfur
	C	OPIS Sparks/Reno, NV Low Sulfur
	D	OPIS Sparks/Reno, NV Low Sulfur
NEVADA	A	OPIS Sparks/Reno, NV Low Sulfur
	B	OPIS Sparks/Reno, NV Low Sulfur
	C	OPIS Salt Lake City, UT Low Sulfur
UTAH	A	OPIS Four Corners Ref., FC Low Sulfur
	B	OPIS Salt Lake City, UT Low Sulfur

*NOTE: Applies to DF1, DL1, Kerosene 1-K, Kerosene 2-K, Burner Oil No. 1, LS1, HS1, DLW, LSW

NO. 2 DISTILLATE HIGH SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
ARIZONA	A	OPIS Tucson Low Sulfur
	B	OPIS Phoenix Low Sulfur
	C	OPIS Four Corners Ref., FC Low Sulfur
CALIFORNIA	A	OPIS Los Angeles CARB
	B	OPIS Bakersfield CARB
	C	OPIS San Francisco CARB
	D	OPIS Sacramento CARB
NEVADA	A	OPIS Las Vegas Low Sulfur
	B	OPIS Sparks/Reno, NV Low Sulfur
	C	OPIS Salt Lake City, UT
UTAH	A	OPIS Four Corners Ref., FC Low Sulfur
	B	OPIS Salt Lake City, UT

*NOTE: Applies to DF2, Burner Oil No. 2, HS2

NO. 2 DISTILLATE LOW SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
ARIZONA	A	OPIS Tucson
	B	OPIS Phoenix
	C	OPIS Four Corners Ref., FC
CALIFORNIA	A	OPIS Los Angeles CARB
	B	OPIS Bakersfield CARB
	C	OPIS San Francisco CARB
	D	OPIS Sacramento CARB
NEVADA	A	OPIS Las Vegas
	B	OPIS Sparks/Reno, NV
	C	OPIS Salt Lake City, UT
UTAH	A	OPIS Four Corners Ref., FC Low Sulfur
	B	OPIS Salt Lake City, UT

***NOTE:** Applies to DL2, DLS, LS2, LSS

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC MAR 2000)

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

NOTE: Gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE (6)</u>	<u>AKI, MINIMUM (1)</u>
9130-00-148-7103	Gasoline, Regular Unleaded	87(3)
9130-01-272-0983	Gasoline, Midgrade Unleaded	89
9130-00-148-7104	Gasoline, Premium Unleaded	91

(1) The following oxygenates are permitted at this time:

<u>OXYGENATE</u>	<u>VOLUME % ALLOWED</u>
Ethanol (only during the oxygenated fuel season)	9.0 min. to 11.0 max.
Methyl tertiary-butyl ether (MTBE)	15.0 max.
Ethyl tertiary-butyl ether (ETBE)	17.0 max.

(2) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(3) In addition to an AKI of 87 minimum, the MON must not be less than 82.

(4) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution. CID A-A-52530 dated October 10, 1995, applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-090-1093	Gasohol, Regular Unleaded	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	89
9130-01-090-1094	Gasohol, Premium Unleaded	91

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

C16.69 (CONT'D)**(c) REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.**

ASTM D 4814 applies, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that reformulated gasoline must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that reformulated gasoline must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-388-4080	Reformulated Gasoline, Regular	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	89
9130-01-388-4524	Reformulated Gasoline, Premium	91

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) Blending of permissible oxygenate into gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

(d) DIESEL FUEL. ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.

NOTE: FROM JULY 1, 1999, TO JANUARY 1, 2004, ALASKA IS EXEMPT FROM THE DIESEL FUEL MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT FOR ON-HIGHWAY USE STATED. THIS TEMPORARY EXEMPTION IS PUBLISHED IN THE FEDERAL REGISTER (VOL 64) DATED 25 JUNE 1999, 40 CFR PART 69.

(1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to the Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996. Product classification is shown below.

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

(i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(ii) Fuel Stabilizer Additive, Corrosion Inhibitor/Lubricity Improver, and Fuel System Icing Inhibitor are not mandatory additives.

C16.69 (CONT'D)

(iii) As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(iv) **FOR ALASKA LOCATIONS.** From July 1, 1999, to January 1, 2004, Alaska is exempt from the EPA's diesel fuel dyeing requirements stated in 40 CFR Part 80 as long as the diesel fuel meets a minimum cetane index of 40. This temporary exemption is published in the Federal Register (Vol 64) dated 25 June 1999, 40 CFR Part 69.

(A) In the event high-sulfur diesel fuel is shipped from Alaska to the lower 48 states, it would be necessary for the producer or shipping facility to add dye to the noncomplying fuel before it is introduced into commerce in the lower 48 states. In addition, supporting documentation must clearly indicate the fuel may not comply with the sulfur standard for motor vehicle diesel fuel and is not to be used in a motor vehicle.

(B) Conversely, EPA will not require high sulfur diesel fuel to be dyed if it is being shipped from the lower 48 states to Alaska, but supporting documentation must substantiate that the fuel is only for shipment to Alaska and that it may not comply with the sulfur standard for motor vehicle diesel fuel.

(2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM D 975. Product classification is shown below:

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05 wt%	Yes

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

(i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(ii) As a means of identification, the IRS requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(iii) **FOR ALASKA LOCATIONS.** From July 1, 1999, to January 1, 2004, Alaska is exempt from the EPA's diesel fuel dyeing requirements stated in 40 CFR Part 80 as long as the diesel fuel meets a minimum cetane index of 40. This temporary exemption is published in the Federal Register (Vol 64) dated 25 June 1999, 40 CFR Part 69.

(A) In the event high-sulfur diesel fuel is shipped from Alaska to the lower 48 states, it would be necessary for the producer or shipping facility to add dye to the noncomplying fuel before it is introduced into commerce in the lower 48 states. In addition, supporting documentation must clearly indicate the fuel may not comply with the sulfur standard for motor vehicle diesel fuel and is not to be used in a motor vehicle.

(B) Conversely, EPA will not require high sulfur diesel fuel to be dyed if it is being shipped from the lower 48 states to Alaska, but supporting documentation must substantiate that the fuel is only for shipment to Alaska and that it may not comply with the sulfur standard for motor vehicle diesel fuel.

C16.69 (CONT'D)

(3) **APPLICABLE TO ALL GRADES.** Blending of one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(4) **APPLICABLE TO DIESEL GRADE #1 ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10°F (-12°C). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6 (VIRGIN FUEL OILS).** ASTM D 396 applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC <u>PRODUCT CODE</u>	<u>RED DYE</u>
9140-00-247-4366	Fuel Oil, Burner 1	FS1	Yes
9140-00-247-4365	Fuel Oil, Burner 2	FS2	Yes
9140-01-107-6139	Fuel Oil, Burner 4 (Light)	FL4	Yes
9140-00-247-4360	Fuel Oil, Burner 4	FS4	No
9140-01-058-4431	Fuel Oil, Burner 5 (Light)	FL5	No
9140-00-247-4359	Fuel Oil, Burner 5 (Heavy)	FS5	No
9140-00-247-4354	Fuel Oil, Burner 6	FS6	No

(1) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. They may not contain used oil or other recycled petroleum components.

(2) Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(3) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(4) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 weight percent using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(5) Under United States regulations, Grades No. 1, 2, and 4 (Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 pounds per thousand barrels of the solid dye standard Solvent Red 26.

(6) **APPLICABLE TO FUEL OIL, BURNER, GRADE #1 ONLY.** This product shall conform to ASTM D 396. Contractors electing to deliver kerosene (red dye) to meet #1 burner oil requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including specifically, viscosity, distillation, density and pour point; **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.

(iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.

C16.69 (CONT'D)

(f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 4(LIGHT), 5, 5(LIGHT), AND 6.** ASTM D 396 applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>RED DYE</u>
9140-01-468-9083	Fuel Oil, Burner 4 (Light)	R4L	Yes
9140-01-468-9135	Fuel Oil, Burner 4	RF4	No
9140-01-468-9157	Fuel Oil, Burner 5 (Light)	R5L	No
9140-01-468-9147	Fuel Oil, Burner 5 (Heavy)	RF5	No
9140-01-468-9164	Fuel Oil, Burner 6	RF6	No

(1) Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(2) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. The product shall meet the following additional requirements:

<u>ALLOWABLE CONSTITUENT/PROPERTY</u>	<u>TEST METHOD</u> ¹	<u>REQUIRED DETECTION LIMIT</u>	<u>MAXIMUM LEVEL</u>
1. Arsenic	EPA SW-846 6010 ^{2,3,4}	0.5 ppm max	5 ppm max
2. Cadmium	EPA SW-846 6010 ^{2,3}	0.2 ppm max	2 ppm max
3. Chromium	EPA SW-846 6010 ^{2,3}	1.0 ppm max	10 ppm max
4. Lead	EPA SW-846 6010 ^{2,3}	10 ppm max	100 ppm max
5. Total Halogens	EPA SW-846 5050/9056 ⁵	NA	1000 ppm max
6. Flash Point	ASTM D 93	NA	100°F (38°C) min

NOTES:

- Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.
 - Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
 - If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.
 - Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.
 - A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
- (3) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.

C16.69 (CONT'D)

- (4) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER. CONTRACT AWARD DOCUMENT WILL SERVE AS THE CONTRACTING OFFICER'S APPROVAL TO SUPPLY USED OIL.

[] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-BPE ROOM 2954
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN ROAD SUITE 4950
 FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number: _____

(5) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(6) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(g) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-292-4460	Kerosene, Grade No. 1-K	KS1	0.04 wt% max	No
9140-01-461-3989	Kerosene, Grade No. 1-K	KSR	0.04 wt% max	Yes

C16.69 (CONT'D)**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	KSN	0.30 wt% max	Yes

NOTE: The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

C16.69-7 SPECIFICATIONS (CONT'D) (COG 7) (DESC JUL 2000)

(a) **CALIFORNIA FEDERAL/STATE REFORMULATED GASOLINE REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied reformulated gasoline that conforms to applicable Federal and State regulations. The requirements compiled below are based on information published by the U.S. Environmental Protection Agency (EPA) and by the California Air Resources Board (CARB) and reflect the impact of Federal and State regulations. These requirements are subject to change before or during the contract performance period.

(1) **GASOLINE REQUIREMENTS FOR ALL CALIFORNIA LOCATIONS.** All facilities in California shall be supplied reformulated gasoline year round that conforms to ASTM D 4814 as modified by the CARB Phase II gasoline requirements stated below:

<u>TEST</u>	<u>REQUIREMENTS</u>
Vapor Pressure	7.0 ppsi maximum
Total Sulfur content	80 ppm maximum by weight
Aromatic content	30 vol % maximum
Benzene content	1.20 vol % maximum
Olefin content	10.0 vol % maximum
Distillation temperature @ 50%	104°C (220°F) maximum
@ 90%	165°C (330°F) maximum

Oxygen content is limited seasonally and geographically as described in paragraph (2) below.

C16.69-7 (CONT'D)

(2) **CALIFORNIA STATE OXYGENATION REQUIREMENTS.** The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines. **Control area** means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. **Control period** means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>OXYGEN CONTENT</u>
CALIFORNIA COUNTIES		
Amador, Calaveras, Del Norte, El Dorado (part),	Oct 1 – Feb 29	1.8 Wt % min. - 2.7 Wt% max.
Humboldt, Lake, Lassen, Los Angeles (part),	Mar 1 - Sep 30	2.7 Wt% max.
Mariposa, Mendocino, Modoc, Monterey, Nevada,		
Orange, Placer (part), Plumas, Riverside (part),		
San Benito, San Bernardino (part), Santa Cruz,		
Sierra, Siskiyou, Sonoma (part), Tuolumne, Trinity,		
and Ventura		
Alameda, Alpine, Butte, Colusa, Contra Costa,	Oct 1 - Jan 31	1.8 Wt % min. - 2.7 Wt% max.
El Dorado (part), Fresno, Glenn, Inyo, Kern (part),	Feb 1 - Sep 30	2.7 Wt% max.
Kings, Madera, Marin, Merced, Mono, Napa,		
Placer (part), Sacramento, San Francisco, San Joaquin,		
San Mateo, Santa Clara, Shasta, Solano, Sonoma (part),		
Stanislaus, Sutter, Tehama, Tulare, Yolo, and Yuba		
Imperial, Kern (part), Los Angeles (part),	Nov 1 – Feb 29	1.8 Wt% min. - 2.7 Wt% max.
Riverside (part), San Bernardino (part),	Mar 1 - Oct 31	2.7 Wt% max.
San Diego, San Luis Obispo, and Santa Barbara		

(b) **CALIFORNIA DIESEL REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in California shall be supplied diesel fuel that conforms to Federal, State, and local regulations. CARB regulations stipulate that all diesel fuel (for both on-highway and off-highway use) supplied to facilities in California must conform to the following additional requirements:

(1) **SULFUR CONTENT:** 0.05 weight percent maximum.

(2) **AROMATIC CONTENT:**

(i) Shall be 10 percent maximum if product is sourced from a large refiner; or

(ii) Shall be 20 percent maximum if product is sourced from a small refiner; or

(iii) Product shall conform to a formulation certified by CARB.

(c) **GASOLINE REQUIREMENTS OUTSIDE OF CALIFORNIA.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied either gasoline or gasohol that conforms to Federal, State, and local regulations for minimum oxygen content. The oxygenated gasoline requirements compiled below are based on information published by the EPA in the Federal Register (40 CFR Part 81.305) and reflect the impact of Federal, State, and local regulations. These requirements are subject to change before or during the contract performance period.

C16.69-7 (CONT'D)

(1) **OXYGENATED GASOLINE REQUIREMENTS.** The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines. **Control area** means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. **Control period** means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>OXYGEN CONTENT</u>
ARIZONA COUNTIES		
Tucson	Oct 1 - Mar 31	1.8 Wt% minimum 5.7 to 10 vol % (ethanol)
NEVADA COUNTIES		
Clark (part) including the hydrographic basins containing the Las Vegas Valley, the El Dorado Valley, the Ivanpah Valley, the Boulder City limits, and any area within three (3) miles of any such hydrographic basins and which is within Clark County	Oct 1 – Mar 31	3.5 Wt % minimum
The area of Clark County must also meet the below requirements from Nov 1 - 31 Mar:		
Aromatics	30 vol % maximum	
Sulfur	80 ppm maximum	
Washoe	Oct 1 - Jan 31	2.7 Wt% minimum
UTAH COUNTIES		
Utah	Nov 1 – Feb 29	3.1 Wt% minimum (ethanol only)

C16.69-7 (CONT'D)

(2) **REFORMULATED GASOLINE REQUIREMENTS.** Reformulated gasoline is designed to reduce air toxins and volatile organic compound emissions (VOCs) by decreasing the amount of toxic compounds such as benzene, lowering the evaporation rate, and increasing the amount of oxygenate blended with the fuel. The Arizona counties listed below for reformulated gasoline must meet the below Arizona Cleaner Burning Gasoline requirements year round.

LOCATION**ARIZONA COUNTIES**

Maricopa, Yavapai

<u>TEST</u>	<u>REQUIREMENTS (YEAR ROUND)</u>
Sulfur	500 ppm max. by weight
Aromatic content	50 vol % max.
Olefin content	25 vol % max.
Vapor Pressure	Oct 1 to Mar 31 - 9.0 ppsi max. April - 10 ppsi max. May - 9 ppsi max. June 1 to Sep 30 - 7.0 ppsi max.
Oxygen content	limited seasonally
Nov 1 - Mar 31	3.5 Wt% min. (ethanol)
Apr 1 - Oct 31	no oxygen content

NOTE: Beginning in the winter months of 2000 (Nov 1 - Mar 31), no other oxygen other than ethanol can be used to attain any oxygen requirements that may be required for the oxygenated or reformulated programs.

(DESC 52.246-9FAA)

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or DSN 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

E35.02 (CONT'D)

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to require repairs or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price under the INSPECTION OF SUPPLIES – FIXED-PRICE clause or the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1999)

(a) **Trucks with temperature-compensating meters.** For deliveries when temperature compensating meters are used to determine quantity, the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.

(b) **Trucks without temperature-compensating meters.** For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, paragraph (b), the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(c) **For all other deliveries, including those using a loading rack meter ticket as the shipping document.** The shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

(DESC 52.211-9FB1)

F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC MAY 2000)

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

(a) Shore tank measurements; or

(b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined on the basis of--

(a) Calibrated meter if the delivery conveyance is so equipped; otherwise--

(b) Gauging the receiving shore tank; or

(c) Gauging the tanker/barge before and after delivery.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) **DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

(a) Certified capacity tables of the conveyance loaded;

(b) Calibrated meter; or

(c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined as follows:

(A) If the narrative requires a tank truck with meter, a truck and trailer with meter, or tank wagon (which is always equipped with a meter), that meter shall be used to determine invoice quantity at time of delivery. The quantity shall be read directly from the meter; otherwise--

F1.09-2 (CONT'D)

(B) The Government may elect to determine invoice quantity at the receiving activity at the time of delivery on the basis of--

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

(C) If the Government does not require method (a)(2)(ii)(A) above and does not elect to use method (a)(2)(ii)(B) above, the Contractor may then elect to provide equipment that enables the Government and the Contractor to determine invoice quantity at destination at the time of delivery by one of the following methods:

- (a) A calibrated meter on the delivery conveyance. The quantity shall be read directly from the meter; or
- (b) Gauging the delivery conveyance. The certified capacity tables must be made available at the time of delivery.

This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or

(c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is off-loaded at the receiving activity. This method may not be used for deliveries to Army activities or in areas where environmental restrictions prohibit the opening of dome hatches.

(d) Provide the receiving activity with the net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or scales.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) **WATER BOTTOMS.**

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.

(b) **VOLUME CORRECTION TO STANDARD TEMPERATURE.** To convert gross measured quantities to net quantities of gallons at 60°F (or liters at 15°C), use Volume Correction Factors and the API gravity (or density at 15°F) (see (c)(1) below). Volume correction to a standard temperature of 60°F (or liters at 15°C) is required for--

- (1) All product volumes measured in storage (receiving) tanks, tankers, and barges;
- (2) All product volumes measured by meters on the (receiving) tank system;
- (3) All product volumes determined by weight using a calibrated scale;
- (4) All product volumes determined by loading rack meter;
- (5) All product volumes of residual fuels measured in tank trucks or truck and trailers. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396); and
- (6) All other product volumes measured in tank trucks or truck and trailers that are in excess of 5,000 gallons except for deliveries where the meter on the delivery conveyance is used to determine quantity. If the meter on the delivery conveyance is used to determine invoice quantity, volume correction shall not be performed unless the meter is equipped to volume correct automatically. The invoice quantity shall be determined directly from the meter reading.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine will be the referee method.

(i) For all fuels and fuel oils, Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B), shall be used to determine the volume correction factor.

(ii) Volume XII, Table 52 shall be used to convert cubic meters at 15°C to barrels at 60°F, except when this method is restricted by foreign law. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(iii) If the original measurement is by weight and quantity is required by U.S. gallons, then--

(A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F. Convert kilograms to metric tons by dividing by 1,000.

(B) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(DESC 52.211-9FA5)

F16 BARGE UNLOADING CONDITIONS (DESC MAY 1998)

(a) On items calling for delivery f.o.b. destination by means of barge--

(1) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 24 hours, plus the normal barge running time from point of loading to the destination, in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.

(2) Within 3 hours after receipt of notice by the receiving activity from the Master or Mate of a tug or of a self-propelled barge of readiness to unload, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: PROVIDED, however, that if the receiving activity does not receive notice of a barge's readiness to unload within 24 hours before or after noon of the latest approved scheduled delivery date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth.

(3) Unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus 1 1/2 hours; PROVIDED, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime. Laytime shall commence either--

(i) At the expiration of the notice period prescribed by (2) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth; or

(ii) Immediately upon the barge's arrival in berth (i.e., all fast), with or without notice of readiness, whichever first occurs. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement, until unloading of the barge is completed and the hoses have been disconnected.

(4) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by paragraph (3) above, or as otherwise provided for in the Schedule, demurrage will be paid by the Government at the demurrage rate in the charter for the barge unloading, except (i) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault and negligence of the Government; and (ii) that the demurrage payable by the Government shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the unloading operation, except when less than a full cargo is unloaded, where such allocation shall be determined on a pro-rata basis.

(5) In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, notice of readiness to unload will be again required as provided in (2) above.

(6) For all deliveries, hoses for unloading a barge will be furnished, connected, and disconnected by the Government.

(7) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the permanent hose connections of the barge unloading the supplies.

(8) The term **barge**, as used herein, shall include lake tankers.

(b) **BARGE FREE TIME AND DEMURRAGE CHARGES FOR DOMESTIC POSTS, CAMPS, AND STATIONS**

CONTRACTS.

(1) Unless the offeror indicates otherwise, free time will be unlimited. Free time allowed and demurrage rates will not be considered in evaluation of offers for award.

<u>ITEM</u>	<u>FREE TIME ALLOWED</u>	<u>DEMURRAGE BEYOND FREE TIME</u>		
		<u>BARGE</u>	<u>TUG</u>	<u>OTHER</u>

(2) Notwithstanding the above, the Government will not pay more than the actual rate charged by the barge carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. Free time is in addition to all hours of laytime that elapse in excess of the allowed laytime for unloading as provided in this clause.

(DESC 52.247-9FF1)

F20 AUTOMATIC FILL-UP PROVISIONS (DESC MAR 1999)

Where, for particular items, "Automatic Fill-Up" is specified in the Schedule, the following provisions shall apply:

- (a) The Ordering Officer shall furnish the Contractor (1) a map or other written information indicating the location and capacity of each receiving tank; (2) a record of deliveries to each tank during the previous heating season; and (3) a description of any restricted area and special procedures to be followed, if any.
- (b) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.
- (c) The Contractor shall establish and maintain a delivery schedule which will assure that the level of fuel in each tank at all times is never less than 30 percent of tank capacity. Subparagraph (b)(3) of the DELIVERY CONDITIONS FOR TANK CARS, TRANSPORT TRUCKS, AND TANK WAGONS clause shall not be applicable on those items where "Automatic Fill-Up" applies.
- (d) The Contractor shall submit an invoice on each item for no more or less than the total daily delivered quantity at a particular activity.
- (e) Each invoice submitted to the Government for "Automatic Fill-Up" deliveries shall be accompanied by a record of the quantity delivered into each individual tank during the period covered by the invoice.

(DESC 52.242-9FC5)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected. (DESC 52.211-9FH5)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____

(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

G9.06 (CONT'D)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC MAY 2000)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: | | | | | | | | |

ACCOUNT TYPE CODE: (Contractor to designate one)

[] CHECKING TYPE 22

[] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

Four horizontal number lines are provided for graphing. Each line has 20 equally spaced tick marks, but no numerical labels are present.

OR

The image shows four horizontal number lines, each with 21 tick marks. These lines are intended for graphing the number lines for the four functions defined in the problem.

(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

(h) **NOTICE TO FOREIGN SUPPLIERS.**

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G9.07 (CONT'D)

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (d) above.

(3) The Third Party Information supplied in (d) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

G9.09 (CONT'D)

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998)**(a) SUBMISSION OF ELECTRONIC INVOICES.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices; and Addendum 824, Invoice Returns Notification.

(b) INVOICING ADDRESS.

(1) Electronic invoices for items paid for with DLA/DESC funds, as cited on the order form (DD Form 1155/ Standard Form 1449), shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(2) **SUBMISSION OF INVOICES.** Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transactions Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, shipment number, item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total.

(c) **PAYMENT.** Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(d) **CERTIFICATION OF RECEIPT.** See the SUBMISSION OF INVOICES FOR PAYMENT clause for receipt documentation.

(e) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Detention costs are allowable only on tank truck deliveries. Detention/demurrage costs are the sole responsibility of the activity incurring them. Invoices for detention or demurrage costs will be submitted by the Contractor directly to the activity receiving the product.

(DESC 52.232-9FH5)

G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC MAR 2000)

NOTE 1: **FOR FACSIMILE INVOICING,** see the SUBMISSION OF INVOICES BY FACSIMILE clause.

NOTE 2: See paragraph (c) for invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **INVOICING OF ORDERS PLACED BY ARMY, NAVY (including Marines), AND OTHER DoD ACTIVITIES** (except Air Force, Alaska, and Hawaii):

(1) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-CO-TLSFC
P.O. BOX 182317
COLUMBUS, OH 43218-6252

G150.06 (CONT'D)

(2) **CERTIFICATION OF RECEIPT.**

- (i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:
 - (A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
 - (B) DD Form 1155, Order for Supplies or Services; or
 - (C) DD Form 250, Material Inspection and Receiving Report; or
 - (D) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).
- (ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(iii) **PC&S DELIVERIES.**

- (A) Overbillings--
 - (a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.
 - (b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.
- (B) Underbillings will be paid as invoiced.
- (C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.
- (iv) The receiving activity will transmit one paying copy of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.

(3) **SUBMISSION OF INVOICES.**

- (i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.
- (ii) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and one copy clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.
- (iii) **COURIER DELIVERY OF INVOICES.**
 - (A) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
 ATTN: DFAS-CO-TLSFC
 3990 EAST BROAD STREET, BLDG 21
 COLUMBUS, OH 43213-1152

- (B) Invoices submitted by courier to the above address will be handled in a timely manner.

(b) **INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES**, including Air Force, Alaska and Hawaii.

(1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.

(2) **SUBMISSION OF INVOICES.** On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Such activities will also indicate the procedures for processing tax exemption certificates.

(c) **INVOICING DETENTION COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER
 ATTN: SATPC-L
 NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9F90)

The following clause applies only to DESC-funded items:

G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S OVERSEAS) (DESC AUG 2000)

(a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alpha-numeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".

(b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity.

(DESC 52.232-9F85)

G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC MAR 2000)

NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS: This clause applies only to items for Army, Navy (including Marines), and other DoD activities (except Air Force, Alaska, and Hawaii).

NOTE 2: See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING or the FACSIMILE OR ELECTRONIC INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

(b) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-CO-TLS cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-CO-TLS) at **(800) 756-4571 (Options 2 and 2)**. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-CO-TLS FAX number is **(614) 693-0670/0671/0672**.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-CO-TLS specifically requests it.

(5) **F.O.B. DESTINATION DELIVERIES.**

(i) **CERTIFICATION OF RECEIPT.**

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or

(b) The DD Form 1155, Order for Supplies or Services; or

(c) The DD Form 250, Material Inspection and Receiving Report; or

(d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

G150.11 (CONT'D)**(6) F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.**

(i) When FAXing an **invoice** for f.o.b. origin deliveries, the Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Room 2933, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. DESC-FII's FAX number is (703) 767-9380. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

- (A) DD Form 250 (Material Inspection and Receiving Report); or
- (B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE."**

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor via facsimile directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER
ATTN SATPC-L
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FG5)

I28.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEEs EXCLUDED FROM CONTRACT PRICE (DESC MAR 2000)

(a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:

(1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

FET PER GALLON

\$0.184
\$0.1532
\$0.1424
\$0.130

PERCENTAGE OF ALCOHOL

0.0% up to but not including 5.7%
5.7% up to but not including 7.7%
7.7% up to but not including 10%
10% and above

(2) **AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should be included on the Contractor's invoice as a separate item.

(3) **FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5 (LIGHT), 5 (HEAVY), AND 6.** There is no FET on any of these fuel oils (burner grades) although lighter grades (numbers 1, 2, and 4 (light)) must be dyed. It is the Contractor's responsibility to obtain fuel oils (burner grades numbers 1, 2, and 4 (light)) meeting Internal Revenue Service (IRS) dyeing requirements.

(4) DIESEL AND NONAVIATION GRADE KEROSENE FUEL.

(i) **UNDYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.

(ii) **DYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.

(5) **JET FUEL.** The FET of \$0.219 per gallon should be included on the Contractor's invoice as a separate item.

(6) **EXEMPT SALES.** A Contractor authorized by IRS to sell gasoline, undyed diesel fuel, and nonaviation kerosene tax free should not invoice the FET on sales to the National Guard, on sales to the Government of the District of Columbia, nor on sales of jet fuel and aviation gasoline for military aircraft.

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzene taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption obtained by each activity.

(e) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

I28.02-2 (CONT'D)

(f) **INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.

(g) **CONNECTICUT PETROLEUM PRODUCTS GROSS EARNINGS TAX.** All contract prices exclude the Connecticut Petroleum Products Gross Earnings Tax. This tax should be included on the Contractor's invoice as a separate item only if no exemption applies.

(h) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.

(i) **LICENSES** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt.

(DESC 52.229-9F25)

I28.03-2 TAX EXEMPTION CERTIFICATES (DESC JUL 1999)

(a) **FEDERAL, STATE, AND LOCAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal, State, local excise tax, or Kentucky Sales and Use Tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer, except for (1) deliveries of motor gasoline or diesel fuel to Army and Navy activities, in which case requests for tax exemption certificates should be forwarded to the Ordering Officer, and (2) deliveries of all fuels to the National Guard, in which case such activities shall indicate the procedure for processing tax exemption certificates. Upon the Contractor's request for a tax exempt certificate, if the Government fails to provide tax exempt certificates to the Contractor, the Contractor shall notify the DESC Contracting Officer and invoice the applicable payment office for said taxes as an additional line item on the invoice. The DESC Contracting Officer may authorize payment of the tax if the ordering office or activity refuses to issue the tax exemption certificate.

(b) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES.** If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (b) will be issued by the Ordering Officer.

(DESC 52.229-9F45)

I171.01-2 SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (JAN 1999/JAN 1999)

(a) This clause does not apply to small business concerns.

(b) **DEFINITIONS.**

(1) **Commercial product**, as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product that, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

(2) **Subcontract**, as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contracting or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, which separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentage of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

- (i) Total dollars planned to be subcontracted;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to HUBZone small business concerns; and
- (iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (v) Total dollars planned to be subcontracted to women-owned small business concerns

I171.01-2 (CONT'D)

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns;
- (iv) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. Use of the PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (i.e., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns, and
- (iv) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, following the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists, (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (A) Whether small business concerns were solicited and if not, why not;
- (B) Whether HUBZone small business were solicited and, if not, why not;
- (C) Whether small disadvantaged business concerns were solicited and if not, why not;
- (D) Whether women-owned small business concerns were solicited and if not, why not, and
- (E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- (A) Trade associations;
- (B) Business development organizations, and
- (C) Conferences and trade fairs to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business sources.

I171.01-2 (CONT'D)

- (v) Records of internal guidance and encouragement provided to buyers through--
 - (A) Workshops, seminars, training, etc., and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
 - (1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--
 - (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrent of the Contracting Officer, submit one company-wide or division-wide annual plan.
 - (2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year or by an agency satisfactory to the Contracting Officer.
 - (3) The approval plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.
- (h) Prior compliances of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with--
 - (1) The clause of this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS; or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) **STANDARD FORM 295, SUMMARY SUBCONTRACT REPORT.** This report encompasses all the contracts with the awarding agency. It must be submitted semiannually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(FAR 52.219-9/ALT II)

I171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

(a) **Failure to make a good faith effort to comply with the subcontracting plan**, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled DISPUTES, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(FAR 52.219-16)